

August 29, 2013

MEMORANDUM OF UNDERSTANDING

by and between

Rio Arriba County

and

**THE CHIEF ELECTED OFFICIALS OF THE NEW MEXICO NORTHERN AREA
LOCAL WORKFORCE AREA**

THIS AGREEMENT is made and entered into by and between the Chief Elected Officials of the units of general local government in the Northern New Mexico Workforce Development Area.

WHEREAS, Section 117 (c) (1) (B) of the Workforce Investment Act of 1998 (WIA) requires a local workforce area containing two or more general purpose local governments (cities and counties) to execute an agreement that specifies the roles of the elected officials in carrying out the joint duties and responsibilities assigned to the Chief Elected Officials (CEOs) under the Workforce Investment Act of 1998; and

WHEREAS, the CEOs in the Northern Area Local Workforce Development Area are designated to administer the services described in the Workforce Investment Act of 1998 in accordance with the WIA, the New Mexico Workforce Development Act, and attendant federal and state regulations,

NOW, THEREFORE, IT IS RESOLVED as follows:

1. Parties. The parties to this agreement are the local chief elected officials in the Northern Area Workforce Development Area which consists of the following counties:

Colfax	Cibola
Los Alamos	McKinley
Mora	San Juan
Rio Arriba	
San Miguel	
Santa Fe	
Taos	

The Chief Elected Officials are the Commission Chairs for each of these counties. These ten (10) counties constitute the Local Area.

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The cities are as follows:

Angel Fire	Maxwell
Aztec	Milan
Bloomfield	Pecos
Chama	Questa
Cimarron	Raton
Eagle Nest	Red River
Edgewood	Santa Fe
Espanola	Springer
Farmington	Taos
Gallup	Taos Ski Valley
Grants	Wagon Mound
Las Vegas	
Los Alamos	

The Chief Elected Officials are the Mayors of these municipalities.

2. CEO Meetings, Duties and Responsibilities.

- A. Each local CEO shall have equal standing and shall have one vote in all matters of business that come before the CEOs. It shall be permissible for any CEO actually present at a meeting to hold and exercise the proxies for any other CEO absent from the meeting. Such designation shall be by written letter. A CEO may designate a single representative at a senior staff level to carry out any duties assigned to the CEO.
- B. The CEOs shall meet at least once per year or more frequently as necessary to carry out the duties and responsibilities of the CEOs including, but not necessarily limited to, the following:
 1. Approval or disapproval of the Local Plan and Plan Modifications, concurrence with contracts of the Northern Area Local Development Workforce Board (Local Board) any other duties necessary for implementation of the workforce investment program.
 2. Appointment of Local Board members from individuals nominated in accordance with Section 117 (b) (2) of the WIA, the New Mexico Workforce Development Act and 11.2.4.8 NMAC (2012). The Board shall consist of no more than 49 members. In recommending or nominating

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individuals, CEOs shall consider the geographic, industrial, ethnic and gender diversity of the Local Area.

3. Concurrence with appointments to the Youth Council made by the Local Board. WIA Section 117 (h).
 4. Concurrence with the selection of the one-stop operator(s) by the Local Board and on any termination for cause of a one-stop operator. WIA Sections 117 (d) (2) (A).
 5. Review and approval of the budget for the local workforce system. WIA Section 117 (d) (3) (A).
 6. Review and approval of local performance measures developed by the Local Board. WIA Sections 117 (d) (5) and 136 (c) (2).
- C. CEO meetings shall be conducted in accordance with the Open Meetings Act. A CEO may participate in a meeting by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the CEO to attend the meeting in person and participation by such means shall constitute presence in person at a meeting.
- D. The affirmative vote of the CEOs present at a meeting or represented by proxy constitutes the official action of the CEOs.
- E. The CEOs will elect a Chair who will serve as the Chief Elected Official for the Local Area and have signatory authority for the CEOs. The Chief Elected Local Official shall serve a term of up to four (4) years and shall act on behalf of the CEOs with respect to all matters.
- F. Within 120 days of election of a CEO within the Local Area, the newly elected CEO shall submit to the Northern Area Local Workforce Board, a written statement acknowledging he or she has read, understands and will comply with this Memorandum of Understanding and reserves the right to request negotiations to amend this Memorandum of Understanding.
- G. CEO's will be kept informed by the CEO Chair and Local Board Chair regarding Local Board activities through written reports, Board meeting agendas and minutes and copies of the annual audit reports.
3. Liability, Debts and Obligations.
- A. It is understood that the WIA designates the CEOs as the grant recipient for WIA federal funds and that the CEOs are liable for misuse of grant funds allocated to



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the Local Area. WIA Section 117 (d) (3) (B). The Northern Area Local Workforce Development Board shall function as the grant recipient and shall receive and administer all WIA Title I funds on behalf of the CEOs.

- B. The Local Board, service providers and fiscal agent are separate entities. To the extent allowed by law, the debts, liabilities and obligations incurred by the Local Board, service providers/sub recipients and fiscal agent shall not pass through to the CEOs through this agreement.
 - C. Service providers and the fiscal agent shall execute contracts with the Local Board to indemnify and hold each of the CEOs and counties and cities listed in paragraph 1 of this agreement harmless from any and all claims arising from the actions and omissions of the service provider and fiscal agent. The service providers and fiscal agent shall procure and maintain appropriate insurance coverage based on the type of service provided and provide the CEOs and Local Board as named insured.
 - D. If a service provider or fiscal agent incur liability over and above (1) the sum total of its assets, or (2) its ability to recover from the contractor, agent or a third party incurring liability, or insurance; and if that liability is passed on to the counties and cities listed in paragraph 1 of this agreement by operation of law, CEOs and the counties and cities shall be liable in proportion to the relative population of each county and city for the year in which the liability arose.
 - E. Nothing contained in this Memorandum of Understanding shall be construed to abrogate or waive any defense of governmental or sovereign immunity of the counties and cities and their CEOs listed in paragraph 1 of this agreement nor shall it be construed as a waiver of any rights of such CEOs counties and cities have under the New Mexico Tort Claims Act.
- 4. Agreement. It is understood that separate copies of this agreement may be signed by individual CEOs and that all such copies together constitute a single agreement.
 - 5. Amendment. This agreement may be amended at any time by the written, signed consent of the parties. Any CEO may propose an amendment by submitting the proposed amendment to all of the CEOs.
 - 6. Authority. The undersigned officials are authorized to execute this Memorandum of Understanding on behalf of the parties.
 - 7. Effective Date. The effective date of this Memorandum of Understanding is June 26, 2013.

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8. Duration. This Memorandum of Understanding shall remain in effect until the WIA is dissolved or is terminated by agreement of the parties. Termination of this Memorandum of Understanding shall not affect the liability incurred prior to the termination date.

**Chief Elected Official
Memorandum of Understanding
Northern Area Local Workforce Development Board
Signature Form**

County: Rio Arriba County

Print Name: Alfredo L. Montoya,

Signature: Alfredo Montoya

Title: Commission Chairman

Email: ALMontoya@rio-arriba.org

Mailing Address:
1122 Industrial Park

Española, NM 87532

ATTEST: Moises A. Morales, Jr.
Moises A. Morales, Jr.
Rio Arriba County Clerk



Signature of the Northern Area Local Workforce Board Representative:

Ralph Richards, Chair by R. A. [Signature]
Date: 8/29/2013

